

DECLARATION OF EDWARD WISHNER

I, Edward Wishner, declare as follows:

Background

1. I am one of two former principals of Nationwide Automated Systems, Inc. ("NASI"), which operated from the late 1990s to the fall of 2014 when it was seized by the SEC and a Receiver was appointed ("Receiver" or "Hoffman").

2. The other NASI principal was Joel Gillis ("Gillis"). Gillis and I owned, controlled and operated NASI from its inception to its demise. Based on my daily and constant involvement with NASI, I observed events and from those observations I make this declaration. I am over 18 years of age and competent.

3. I plead guilty to Federal crimes in relation to NASI's business affairs. Attached as Exhibit ML-1 is a true and correct copy of the indictment. A true and correct copy of my plea of guilty, entered in court to some of the charges contained in the indictment is attached as Exhibit ML-2. I am currently incarcerated at Terminal Island in Long Beach, CA. I am 78 years old. I reside in the infirmary at the prison as I require frequent medical attention for certain health conditions. I am offering this declaration as, due to my health issues, I may not survive in prison long enough to testify in person.

Start of NASI

4. For decades I worked in the Los Angeles area as a California licensed Certified Public Accountant ("CPA"). Gillis and I became involved with NASI in the late 1990's. We learned of, and took over, the NASI ATM business from a former client of mine, who I represented in my capacity as a CPA.

5. NASI was a real business when Gillis and I first became involved with it. NASI's business model was to sell Automated Teller Machines ("ATMs") to investors and concurrently lease them back from the investors in exchange for a share of the transaction fees paid by ATM end-users, which were roughly \$2.50

1 per transaction. The portion of the ATM fees to be paid to the ATM owners on a
2 monthly basis was referred to as "rent" or "ATM transaction fees." NASI
3 guaranteed to each ATM owner that the annual return on investment in the form of
4 "rent" would be a minimum of 20% of the ATM purchase price, which was either
5 \$12,000 or \$19,800 per machine and these price points never changed over time.

6 6. One of my functions at NASI was to act as a custodian of business
7 records. In that capacity, I was familiar with the business operations of NASI and
8 had first-hand knowledge of the records needed for NASI's operation. I directly
9 supervised the process and procedure for the creation and storage of NASI's
10 business records, including those contained in the Master List ("ML") Exhibits
11 addressed herein. I assured that NASI's business records were properly filed and
12 maintained as permanent records at NASI.

13 7. Based on my years at NASI, I know that the ATM purchase and
14 leaseback agreements used by NASI were template forms which were used with all
15 ATM investors from the inception of NASI to its end. True and correct copies of
16 exemplar ATM purchase and leaseback agreements are attached hereto as Exhibits
17 ML-3 and ML-4. Exhibit ML-3 is the \$19,800 contract and Exhibit ML-4 is the
18 \$12,000 contract. The NASI sale and leaseback agreements were signed by Gillis
19 on behalf of NASI. Based on my years at NASI with Gillis, I became familiar with
20 his signature which is exemplified on Exhibits ML-3 and ML-4.

21 8. NASI would pay rent each month to each investor based on ATM
22 transaction calculations set out in a document entitled "Investor Summary" which
23 was mailed each month to each investor with their rent check. NASI retained a
24 copy of each Investor Summary report in NASI's permanent records and business
25 files. The Investor Summary reports were normally prepared on a monthly basis
26 and provided to investors on a monthly basis and were saved in the business
27 records at the time they were created. True and correct copies of examples of
28 NASI "Investor Summary" reports are attached hereto as Exhibit ML-5. The

1 examples in Exhibit ML-5 are for Bribet Services, which was a fictitious business
2 name used by Brian Fitzwilliam and his wife, Betty Fitzwilliam. NASI created,
3 kept and maintained in the course of its usual business practices the "Investor
4 Summary" statements for each investor in the form exemplified by Exhibit ML-5.

5 **Investor files**

6 9. In the course of its usual business practices, NASI kept and
7 maintained the purchase and leaseback agreements it entered into with investors in
8 an investor file established for each investor (hereinafter "Investor File"). The
9 Investor Files were maintained in storage cabinets at NASI's office. In each
10 Investor File, we generally included the purchase and lease agreement(s), proof of
11 payment of the ATMs by the investor, copies of correspondence from and to each
12 investor, copies of some monthly "Investor Summary" transaction reports and
13 other pieces of information germane to each investor. A true and accurate copy of a
14 typical Investor File (the example is for Bribet Services) is attached as Exhibit ML-
15 6. It was our custom and practice to maintain in each Investor File the documents
16 relevant to each investor's investment in NASI.

17 10. When NASI was shut down by the SEC in the fall of 2014 and the
18 Receiver came to NASI's offices, all of NASI's computers, computer records,
19 bank records, physical files and other all other NASI records were turned over to
20 the Receiver, including the "Investor Files" and the "Investor Summary" reports, in
21 the form in which they had existed when NASI was operating, without
22 modification. I confirmed to the Receiver that all such materials and records,
23 including the Investor Files and Investor Summary reports turned over to him were
24 part of the NASI business records created and maintained in the ordinary course of
25 NASI's business practices.

26 **Brian Fitzwilliam**

27 11. Since the inception of my involvement at NASI until August of 2014,
28 all NASI bank accounts were at City National Bank ("CNB"). I do not recall the

1 name of the original CNB employee that oversaw the NASI account. However,
2 that original CNB employee was replaced in the mid-2000s by Brian Fitzwilliam
3 of CNB ("Fitzwilliam"). Brian Fitzwilliam represented to me that he was an
4 officer of CNB, a Senior Vice President, as well as the Branch Manager for the
5 Woodland Hills area CNB branch. I perceived, based on my interaction with
6 Fitzwilliam and other employees at the bank, that Fitzwilliam was the head of the
7 branch where we performed our banking. NASI continuously maintained its
8 banking accounts exclusively at the Woodland Hills branch. Fitzwilliam was
9 NASI's relationship officer at CNB and he oversaw all NASI's accounts at CNB.
10 From the date he was assigned until late August of 2014, Brian Fitzwilliam was in
11 charge of the NASI accounts at CNB. Accordingly, I had regular and routine
12 communications with Fitzwilliam related to NASI's accounts, their balances and
13 the activity in each account. Because Brian Fitzwilliam and his wife were investors
14 in NASI through a dba called "Bribet Services", investor returns were paid for the
15 benefit of Fitzwilliam and his wife through Bribet. Other monies were paid to other
16 related entities that NASI was directed to pay by Fitzwilliam. These monies were
17 paid out of two NASI accounts at CNB -- the Investors Account and the General
18 Account. For instance, attached hereto as Exhibit ML-7 is a true and accurate copy
19 of a \$240,000 check signed by me to Bribet Services dated October 30, 2009. The
20 check is drawn out of the NASI General Account #4410 at CNB. As a custodian
21 of records, I recognize Exhibit ML-7 as a true and correct copy of the business
22 record of the check written to Bribet Services maintained in the ordinary course of
23 business by NASI.

24 **NASI's accounts at CNB**

25 12. The NASI account titles we used at CNB described their purpose and
26 use. For instance the main account was number 4410 and entitled the "General
27 Account." The General Account received the money coming into NASI. This
28 included the ATM purchase deposits and rental income from the approximately

1 250 ATMs NASI acquired and managed. This income came from ATM service
2 providers, including a company called Cardtronics. As part of our routine NASI
3 business practices, Gillis and I would review the copies of NASI's CNB monthly
4 account statements we received from CNB. True and accurate examples of
5 account statements from the General Account are combined and attached as
6 Exhibit ML-8.1. The examples of NASI General Account statements are for June
7 2009, 2010, 2011, 2012, 2013 and 2014.

8 13. Disbursements out of the General Account (#4110) included, among
9 others, transfers to the "Investors Account" (#4399) and the "Locations Account"
10 (#4402).

11 14. The "Investors Account" was used to disburse monthly "rent"
12 payments to the many investors, including Fitzwilliam/Bribet as discussed
13 herein. True and correct copies of examples of the CNB statements for the
14 Investors Account, are combined and attached hereto as Exhibit ML-8.2. The
15 examples are for June 2009, 2010, 2011, 2012, 2013 and 2014. The "Locations
16 Account" was used by NASI to disburse monthly payments to the roughly 250
17 businesses that hosted the ATMs owned by NASI. Each of these businesses were
18 paid, in general, a monthly fee to provide the location for the ATMs owned and
19 operated by NASI. NASI was careful to be sure these locations were paid in order
20 to maintain the locations for those existing machines. Attached as Exhibit ML-8.3
21 are true and accurate copies of monthly account statements for the "Locations
22 Account." The examples are for June 2009, 2010, 2011, 2012, 2013 and 2014.
23 Based on my years at NASI, and as a custodian of records, I recognize the
24 statements in Exhibits ML-8.1, 8.2 and 8.3 as bank statements that were received
25 by NASI for the months referenced. NASI received similar statements from CNB
26 on a monthly basis for the period identified in each statement. Upon receipt of
27 these statements, they would be filed in the business files of NASI and maintained
28 as permanent business records. From time to time, I would have occasion to

1 discuss certain statements with Fitzwilliam. Each statement was reviewed upon
2 receipt by NASI and generally reconciled to NASI's internal records by me.

3 15. Fitzwilliam was the employee at CNB that I primarily dealt with when
4 managing the General Account (#4110), the Investors Account (#4399), and the
5 Locations Account (#4402). Funds coming from investors into the General
6 Account could be readily identified by the amount of the individual deposits
7 because they were multiples of either \$12,000, or \$19,800. This allowed for a
8 quick review to determine how many machines had been purchased in that
9 accounting period.

10 NSF Problems at NASI

11 16. Attached hereto as Exhibit ML-9 are true and accurate copies of
12 "Overdraft Advice" notices received by NASI from CNB and put into reverse
13 chronological order from August 2014 back to July 2006. Based on my years of
14 heavy involvement with CNB and as a custodian of records, I recognize these
15 Overdraft Advices as documents that were provided to NASI by CNB and received
16 by NASI on a regular basis. Upon receipt of these Overdraft Advices, they would
17 be filed in the business files of NASI and maintained as permanent business
18 records. I would routinely have discussions with Fitzwilliam upon receipt of these
19 Overdraft Advices. On many occasions, I was regularly asked by Fitzwilliam to
20 explain the reasons behind the overdrafts and the source of funds from which
21 overdrafts would be cured.

22 17. Included with Exhibit ML-9 are several overdraft notices from Oasis
23 Studio Rental, LLC, which was a related entity of NASI that I was a signatory on.

24 18. At a point in time soon after Fitzwilliam invested in NASI he asked
25 me if NASI had money in accounts at any bank other than CNB. He asked if NASI
26 had additional funds beyond that which he managed at CNB. I told Fitzwilliam
27 that NASI had no other bank accounts or other money beyond that on deposit at
28 CNB.

1 19. In response to the overdraft notices identified above in Exhibit ML-9,
2 Fitzwilliam covered the overdraft amounts for NASI based on promises by Gillis
3 and myself to deposit additional funds into the account containing the deficit.
4 NASI cured all such deficits by either depositing new investor funds, or by
5 transferring funds between the CNB accounts we controlled. At no time did NASI
6 cure such a deficit by transferring funds from another bank besides CNB. In
7 August of 2014, a district manager of CNB was at the Woodland Hills branch
8 when NASI had a liquidity issue and NASI needed to deposit funds because NASI
9 did not have sufficient funds to cover the overdraft. The district manager informed
10 me that she refused to honor checks written by NASI with inadequate funds on
11 deposit to cover certain checks. This comment prompted immediate concern at
12 NASI because there was no way to cover the overdrafts. This refusal to cover the
13 overdrafts occurred when Fitzwilliam was away from CNB for an extended period
14 on what I believed was a vacation. In his absence, these overdrafts were not
15 approved for coverage by the substitute CNB officer. As a consequence of her
16 refusal, NASI bounced investor checks and locations checks as set out in Exhibit
17 ML-9

18 20. Attached as Exhibit ML-10 are true and accurate copies of several
19 email communications between NASI and Brian Fitzwilliam at CNB. Based on my
20 years at NASI and as a custodian of records, I am familiar with the fact that the
21 emails created by NASI were created on a computer owned or used by NASI and
22 that the emails were created at or about the time indicated in the email itself. Upon
23 creation, copies of the emails were saved on the computer and if the email was
24 sent, a record of the time and date of sending was recorded on the email and saved
25 in the computer from which it was sent. The saved computer files were maintained
26 as a permanent business files and records of NASI. Upon receipt of a response, the
27 responsive email was dated with the date and time of receipt and the entire chain
28

1 would then be retained in the computer as a permanent record in NASI's business
2 records.

3 **Fitzwilliam Owns 40 NASI ATMs**

4 21. Fitzwilliam purchased four rounds of ATMs through the use of a
5 fictitious business name, "Bribet Services". I understood "Bribet" to be a
6 combination of Fitzwilliam's first name (Brian) and his wife's first name (Betty).
7 Each of the four rounds consisted of 10 machines at \$12,000 per machine for a
8 total purchase price of \$480,000. Fitzwilliam made the first of the four
9 investments in November 2006. True and correct copies of Bribet's investment
10 documents and certain payments received by NASI, which were kept and
11 maintained by NASI in the course of its usual business practices are contained in
12 Exhibit ML-6. Exhibit ML-6 is the Bribet "Investor File." I recognize the Bribet
13 Sale and Lease Back Agreements ("Agreements") contained in ML-6 as those used
14 by NASI routinely as the investment vehicle with investors. These documents were
15 executed at or near the time they are dated and, upon creation, they were
16 maintained in the permanent business records of NASI. Based on these
17 Agreements, NASI made distributions to Bribet Services from time to time. At no
18 time did Fitzwilliam or Bribet Services ever express a concern that the Agreements
19 were not properly executed nor was there ever a refusal to accept a distribution
20 made after the Agreements were received by NASI.

21 22. Included in Exhibit ML-6 is correspondence NASI received
22 expressing Fitzwilliam's concerns that there were deficiencies in the rent payments
23 NASI made under the Agreements which were claimed as past due and owing
24 under the 20% guaranteed return on investment. Also included in Exhibit ML-6 is
25 an October 26, 2009 request that Fitzwilliam/Bribet desired NASI to buy back 20
26 ATM's for \$240,000 which NASI did do pursuant to the request. As previously
27 mentioned, attached hereto as Exhibit ML-7 is a true and accurate copy of NASI's
28 check to Bribet for \$240,000 to buy back 20 machines in October 2009. I

1 recognize the check as a check written on the NASI account and prepared at or
2 about the date reflected on the check. I signed Exhibit ML-7.

3 23. As set forth in Exhibit ML-6, Fitzwilliam, through Bribet, paid for
4 some ATMs with cashier's checks. Cashier's checks were not required by NASI
5 to buy ATMs. Personal checks were the approved method. Additionally, attached
6 hereto as Exhibit ML-11 is a check that NASI received from Fitzwilliam to pay for
7 one of the four Bribet ATM purchases which is dated June 30, 2009. The check is
8 not from Fitzwilliam or his wife, but from Gensar Saleh, as Trustee of the S&J
9 Agreement of Trust in the amount of \$120,000. Fitzwilliam told me that this check
10 was to pay for Fitzwilliam's 10 new machines which were to be assigned to the
11 Bribet account at NASI. Fitzwilliam told me that he wanted the rent for these
12 machines to be paid to Bribet and not Gensar Saleh. I agreed to do this for Brian
13 Fitzwilliam. Attached as Exhibit ML-12 is a true and accurate copy of the deposit
14 slip for the \$120,000 paid by Gensar Saleh that I deposited with other investors'
15 deposits at CNB. I recognize the deposit slip as a business record of NASI. The
16 deposit slip was prepared at or about the date reflected on the slip and the deposit
17 occurred at or about the time reflected on the deposit slip. The deposit is reflected
18 in the monthly Bank statement that was received for this period of time and the
19 deposit slip was kept in the permanent files of NASI.

20 24. Attached as Exhibit ML-13 are true and accurate copies of two NASI
21 checks drawn out of the General Account #4410 that I signed when Fitzwilliam
22 sold back 5 machines to NASI in March of 2012 and 5 more machines in August
23 of 2014. The first check for \$60,000 was made payable to S & J Agreement of
24 Trust and the second \$60,000 check made payable to Gensar Saleh. I signed the
25 checks and wrote them to the identified payees based on the instructions I received
26 from Fitzwilliam. I recognize these checks as checks drawn on or about the date
27 reflected on the checks and I recognize the signature as mine. Once issued, copies
28 of the checks were maintained in the permanent files of NASI.

1 25. Fitzwilliam received "rent" on the ATMs he purchased through
2 Bribet. Attached hereto as Exhibit ML-14 are various copies of the NASI rent
3 checks paid to Fitzwilliam's Bribet Services from the Investors Account #4399.
4 These copies were kept in the permanent business files of NASI and were issued at
5 or about the date reflected on the copies of the checks.

6 26. Attached hereto as Exhibit ML-15 is a summary of investment
7 payments to and from NASI for Bribet and "rent" payments made by NASI on the
8 Bribet account. I am informed Exhibit ML-15 was created by the Receiver. I have
9 reviewed the summary and determined it to be substantially accurate based upon
10 my memory of Fitzwilliam's investments in NASI ATMs.

11 **Fitzwilliam as a Referral Source for NASI**

12 27. After Fitzwilliam, through his Bribet Services, became an investor in
13 NASI ATMs, I asked him to field calls at CNB from investors and potential
14 investors. Fitzwilliam agreed to my request, said he would do so and he later
15 informed me that he did, in fact, receive and respond to calls from investors that I
16 or Gillis directed to call him at CNB. Fitzwilliam also agreed to and did write a
17 letter on CNB letterhead in this regard dated February 14, 2012, as set out in
18 Exhibit ML-16. I told Fitzwilliam that NASI would use ML-16 to satisfy diligence
19 efforts of potential investors and to convince them to invest in and retain NSAI
20 ATMs. Fitzwilliam supplied the requested letter to me and I provided it to
21 potential investors, as well as existing investors who were contemplating selling
22 their ATMs. At NASI's request, Fitzwilliam wrote another letter dated July 19,
23 2013, to Alex Bengier at GXG Markets, to help Fuel Doctor obtain a listing on a
24 foreign stock exchange. Fuel Doctor was a related entity to NASI. A true and
25 accurate copy of the GXG letter is attached as Exhibit ML-17. I discussed the ML-
26 17 letter with Fitzwilliam after it was sent. At no time did Fitzwilliam deny that he
27 had written the letter.
28

Fitzwilliam assists NASI with Questions from CNB

28. From time to time since about 2009 or 2010, Fitzwilliam would come to Gillis and me with questions about NASI's business. Fitzwilliam told me that these annual requests for information were part of CNB's routine business practices and annual review of accounts. One such year's questions from CNB to us, and our answers back to CNB, are set forth in Exhibit ML-18. Exhibit ML-18 contains true and accurate copies of emails received by NASI from Fitzwilliam at CNB, in or about May 2010, and our responses. While the emails in Exhibit ML-18 were exchanged by Gillis at NASI, as opposed to myself, Gillis shared the Exhibit ML-18 emails NASI received with me and we discussed the responses NASI issued thereto which are set forth in Exhibit ML-18. In response to ML-18 and the other CNB requests for information concerning NASI's business, I informed Fitzwilliam that we would not respond further to CNB's requests for information about, among other things, the ownership of ATMs, or the source of NASI's money deposited at CNB. I informed Fitzwilliam that, if CNB persisted with its questions, NASI would take its accounts to another bank. Whenever these conversations took place, Fitzwilliam would appear very nervous. He told me he "would get these disclosure issues past compliance."

Fuel Doctor

29. Gillis and I were involved with another company called Fuel Doctor which had certain rights to an invention that reduced fuel consumption in older cars. Gillis and I intended to make Fuel Doctor a publicly traded company. In support of that effort, I directed the transfer of over \$5 million in NASI funds to Fuel Doctor to support its development and sales of the fuel saving device. Fuel Doctor's bank accounts were maintained at CNB and they were overseen and managed by Fitzwilliam.

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1 contents was a topic of discussion between me and Gillis. The article came out just
2 prior to Fitzwilliam selling back his 20 machines in late October 2009.

3 **The Close Relationship Between NASI & CNB,**
4 **Which Was Rooted In Daily Communications with Fitzwilliam, Enabled**
5 **NASI to Continue Operations for More than 15 Years**

6 37. As discussed above, my CPA office was near the Woodland Hills
7 branch of CNB. For years, I met face to face with Fitzwilliam in his office at CNB
8 at least 2-3 times per week on average. Sometimes more frequently. Fitzwilliam
9 and I would discuss NASI account activities on a regular basis. The discussions
10 were not limited to issues I raised. Fitzwilliam would raise new topics as well, just
11 as he did when he first asked to invest in NASI. On occasion, when Fitzwilliam
12 raised a topic, he would transmit to NASI hard copies of bank statements and
13 related records to discuss them with Gillis and myself. Upon receipt of these
14 statements and records, the materials would be filed in the business files of NASI
15 and maintained as permanent business records. Attached hereto as Exhibit ML-27
16 (which has three parts, 27.1, 27.2 and 27.3) are true and correct copies of certain
17 NASI CNB account statements which Fitzwilliam sent to NASI: (i) ML-27.1 is an
18 April 2012 NASI account statement for the Locations Account (xxx4402) which
19 NASI received by fax from CNB June 7, 2012; (ii) ML-27.2 is a June 2012
20 account statement for the Investors Account (xxx4399) which NASI received by
21 fax from CNB June 29, 2012; and (iii) ML-27.3 is a June 2012 NASI account
22 statement for the General Account (xxx4410) which NASI received by fax from
23 CNB June 29, 2012. Based on my years at NASI and as a custodian of records, I
24 recognize these statements as NASI business records (and in fact duplicate copies
25 of CNB statements NASI already had, with the addition of the handwritten notes
26 which were present on ML-27 when NASI received ML-27) which were received,
27 kept and maintained in NASI's files in the course of the usual business practices at
28 NASI. As noted, in each of the 3 faxes contained in ML-27, the first page of the

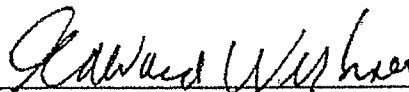
1 fax is not a cover sheet. Rather, the first page of each fax is a page from a bank
2 statement. Due to the frequency of communication between NASI and CNB, it
3 was not unusual for Fitzwilliam to send NASI faxes without a cover sheet.
4 Relatedly, it was not unusual for Fitzwilliam to send NASI emails which did not
5 address Gillis, or myself in any formal voice (i.e. page 969 of Exhibit ML-20,
6 starting with "Hi guys...").

7 38. In the many meetings I had over the years with Fitzwilliam at CNB, I
8 frequently observed Fitzwilliam place his mark, or initials on documents, such as
9 deposit slips. Based on the many times I personally saw Fitzwilliam make his
10 mark on documents, I became familiar with Fitzwilliam's mark. Attached hereto
11 as ML-28 are true and correct copies of several documents bearing signatures or
12 initials that I believe to be Fitzwilliam's mark. Upon receipt of these documents,
13 they would be filed in the business files of NASI and maintained as permanent
14 business records. As a custodian of records, I recognize the documents in ML-28
15 as business records of NASI which were received, kept and maintained in NASI's
16 files in the course of the usual business practices at NASI. The deposit slips and
17 other documents in ML-28 were prepared at or about the date reflected on the
18 documents. The deposits are reflected in the monthly Bank statement that was
19 received for this period of time and the deposit slip was kept in the permanent files
20 of NASI.

21 39. The relationship with Fitzwilliam was important to NASI in many
22 ways. Fitzwilliam was a critical part of NASI's ability to function, especially
23 when NASI experienced liquidity issues, as it did from time to time. When NASI
24 was unable to cover checks, Fitzwilliam was willing to do so. Had CNB not
25 covered checks in tough times, NASI would have collapsed before 2014. That
26 reality is apparent due to the fact that NASI's collapse in August 2014 arose in
27 Fitzwilliam's absence from CNB when NASI needed checks covered and the
28 replacement manager refused to cover the checks.

1 40. Attached hereto as Exhibit ML-29 are true and correct copies of
2 additional NASI account statements received from CNB and stored in NASI's files
3 in the course of its usual business activities. Certain pages of ML-29 contain
4 handwritten notes which I made.

5
6
7 I declare under penalty of perjury under the laws of the State of California
8 that the forgoing is true and correct and that this Declaration was executed on June
9 19, 2017 at the Federal Penitentiary at Terminal Island, Long Beach, in the
10 County of Los Angeles, California.

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14 Edward Wishner
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